

EXECUTIVE ORDER NO. 13 - 08

WHEREAS, under chapter 89C of the Hawaii Revised Statutes, the Governor is granted the authority to make adjustments to the wages, hours, benefits, and other terms and conditions of employment for elected and appointed officials, and employees in the Executive Branch who are excluded from collective bargaining coverage; and

WHEREAS, for excluded employees who are civil service employees under the same classification systems as employees within collective bargaining units, chapter 89C requires that the adjustments be "not less than" those provided under the collective bargaining agreements for employees hired on a comparable basis; and

WHEREAS, chapter 89C also requires that the adjustments for excluded civil service employees result in compensation and benefit packages that are "at least equal to" the compensation and benefit packages provided under collective bargaining agreements for counterparts and subordinates within the Employer's jurisdiction; and

WHEREAS, chapter 89C provides that each appropriate authority shall determine the adjustments that are relevant for their respective excluded employees who are exempt from civil service in consideration of the compensation and benefit packages provided for other employees in comparable agencies; and

WHEREAS, the State, Judiciary, Hawai'i Health Systems Corporation, City and County of Honolulu, and Counties of Hawai'i, Maui and Kauai have entered into a Memorandum of Agreement (MOA) with the United Public Workers (UPW), as the exclusive representatives for Bargaining Unit (BU) 01 for the July 1, 2013 through June 30, 2017 collective bargaining agreement; and

WHEREAS, consistent with the MOA's terms and conditions, the Director of Human Resources Development has recommended to the Governor the adjustments specified in this Executive Order for elected and appointed officials and employees within the executive branch who are excluded from BU 01;

NOW, THEREFORE, I, Neil Abercrombie, Governor of Hawai'i, pursuant to my executive authority under articles V and VII of the Constitution of the State of Hawai'i, the provisions of chapters 37 and 89C of the Hawaii Revised Statutes, and all other applicable authority, do hereby order, effective July 1, 2013 through June 30, 2017, the following for the aforementioned groups of employees:

Salaries – See Attachment A

Hours Of Work: Sixteen (16) Hours Of Work – See Attachment B

Stand-By Work: Stand-By Pay – See Attachment C

Military Leave – Vacation – See Attachment D

Call-Out – See Attachment E

Vacation – Military Service – See Attachment F

Hawai'i Employer-Union Health Benefits Trust – See Attachment G

IT IS FURTHER ORDERED that this Executive Order does not apply to (1) employees of public charter schools and the Department of Education; (2) the University of Hawai'i; (3) employees hired for 89 days or less; and (4) those Executive Branch employees whom I later determine shall not receive the aforementioned adjustments;

IT IS FURTHER ORDERED that this Executive Order is not intended to create, and does not create, any rights or benefits, whether substantive or procedural, or

enforceable at law or in equity, against the State of Hawai'i or its agencies,
departments, entities, employees, or any other person;

IT IS FURTHER ORDERED that these provisions are subject to amendment by
Executive Order.

The Director of Human Resources Development shall be responsible for the
uniform administration of this Executive Order and is authorized to make any
interpretations concerning the applicability of this Executive Order to employees of the
State Executive Branch who are excluded from collective bargaining coverage.

DONE at the State Capitol, Honolulu,
State of Hawai'i, this 13th day of
June, 2013



NEIL ABERCROMBIE
Governor
ACTING GOVERNOR OF HAWAII

APPROVED AS TO FORM:



DAVID M. LOUIE
Attorney General

Bargaining Unit 1
Tentative Agreement
Union [Signature]
Employer [Signature]
Date 4-18-13

1 Delete existing language in its entirety and replace with the following:
2

3 **SECTION 23. WAGES.**
4

5 **23.01** Effective July 1, 2013, the salary schedule in effect on June 30,
6 2009 shall be designated as Exhibit A. Employees shall be
7 assigned from their existing pay range and step to the
8 corresponding pay range and step in Exhibit A.
9

10 Effective July 1, 2013, Employees not administratively assigned to
11 the salary schedule shall continue to receive their June 30, 2013
12 basic rate of pay.
13

14 **23.02** **SALARY ADJUSTMENTS.**

15 Subject to the approval of the respective legislative bodies:
16

17 **23.02 a.** Effective October 1, 2013, a two percent (2.0%) per month across-
18 the-board salary increase shall be applied to Exhibit A. This new
19 schedule shall be designated as Exhibit B. Each Employee shall be
20 assigned from their existing pay range and step to the
21 corresponding pay range and step in Exhibit B.
22

23 Employees compensated at BC-01 on June 30, 2007, shall receive
24 a Temporary Differential (TD) equivalent to the difference between
25 a two percent (2.0%) adjustment and the rate shown on the salary
26 schedule in Exhibit B.

1 Effective October 1, 2013, Employees not administratively assigned
2 to the salary schedule shall receive a two percent (2.0%) per month
3 pay increase.

4
5 23.02 b. Effective April 1, 2014, a two percent (2.0%) per month across-the-
6 board salary increase shall be applied to Exhibit B. This new
7 schedule shall be designated as Exhibit C. Each Employee shall be
8 assigned from Exhibit B to the corresponding pay range and step in
9 Exhibit C.

10
11 Effective April 1, 2014, Employees not administratively assigned to
12 the salary schedule shall receive a two percent (2.0%) per month
13 pay increase.

14
15 23.02 c. Effective October 1, 2014, a two percent (2.0%) per month across-
16 the-board salary increase shall be applied to Exhibit C. This new
17 schedule shall be designated as Exhibit D. Each Employee shall
18 be assigned from Exhibit C to the corresponding pay range and
19 step in Exhibit D.

20
21 Effective October 1, 2014, Employees not administratively assigned
22 to the salary schedule shall receive a two percent (2.0%) per month
23 pay increase.

24
25 23.02 d. Effective April 1, 2015, a two percent (2.0%) per month across-the-
26 board salary increase shall be applied to Exhibit D. This new
27 schedule shall be designated as Exhibit E. Each Employee shall be
28 assigned from Exhibit D to the corresponding pay range and step in
29 Exhibit E.

30

1 Effective April 1, 2015, Employees not administratively assigned to
2 the salary schedule shall receive a two percent (2.0%) per month
3 pay increase.

4
5 23.02 e. Effective October 1, 2015, a two percent (2.0%) per month across-
6 the-board salary increase shall be applied to Exhibit E. This new
7 schedule shall be designated as Exhibit F. Each Employee shall be
8 assigned from Exhibit E to the corresponding pay range and step in
9 Exhibit F.

10
11 Effective October 1, 2015, Employees not administratively assigned
12 to the salary schedule shall receive a two percent (2.0%) per month
13 pay increase.

14
15 23.02 f. Effective April 1, 2016, a two percent (2.0%) per month across-the-
16 board salary increase shall be applied to Exhibit F. This new
17 schedule shall be designated as Exhibit G. Each Employee shall be
18 assigned from Exhibit F to the corresponding pay range and step in
19 Exhibit G.

20
21 Effective April 1, 2016, Employees not administratively assigned to
22 the salary schedule shall receive a two percent (2.0%) per month
23 pay increase.

24
25 23.02 g. Effective October 1, 2016, a two percent (2.0%) per month across-
26 the-board salary increase shall be applied to Exhibit G. This new
27 schedule shall be designated as Exhibit H. Each Employee shall be
28 assigned from Exhibit G to the corresponding pay range and step in
29 Exhibit H.

30

1 Effective October 1, 2016, Employees not administratively assigned
2 to the salary schedule shall receive a two percent (2.0%) per month
3 pay increase.

4
5 23.02 h. Effective April 1, 2017, a two percent (2.0%) per month across-the-
6 board salary increase shall be applied to Exhibit H. This new
7 schedule shall be designated as Exhibit I. Each Employee shall be
8 assigned from Exhibit H to the corresponding pay range and step in
9 Exhibit I.

10
11 Effective April 1, 2017, Employees not administratively assigned to
12 the salary schedule shall receive a two percent (2.0%) per month
13 pay increase.

14
15 23.02 i. Any Employee receiving a Temporary Differential (TD) from 23.02
16 a. above, shall retain such differential during the salary adjustments
17 in 23.02 b, c, d, e, f, g and h however, the TD shall be reduced or
18 eliminated due to promotion, reallocation, or repricing upward.

19
20 23.02 j. Employees receiving a Shortage Differential (SD) at the time of pay
21 increase shall retain the differential for salary adjustments in 23.02
22 a, b, c, d, e, f, g and h above. However, nothing herein shall
23 preclude adjustment of the shortage differential at a later date or
24 preclude elimination of the SD upon termination of the shortage
25 category declaration or movement of an Employee to a class or
26 position without SD.

27
28 This agreement does not constitute negotiation of shortage rates
29 and the Employer maintains the right to determine these amounts.

30

Bargaining Unit 1
Tentative Agreement
Union [Signature]
Employer [Signature]
Date 4-18-13

SECTION 25. HOURS OF WORK.

25.01 HOURS OF WORK.

Present practices pertaining to hours of work during the workday and the work week shall be continued for the duration of this Agreement, provided however, that where changes are required the Employer shall notify the Union thirty (30) days prior to the tentative implementation date of the anticipated change in order to afford the Union an opportunity to negotiate with the Employer in reference to the change.

25.02 If the parties are unable to agree to the proposed change, the Employer may implement the change and the Union may process its objections to the change through Section 15.

25.03 WORK SCHEDULES.

25.03 a. NON-SHIFT.

The work schedules of non-shift Employees who work other than Monday through Friday shall be prepared and administered as follows:

25.03 a.1. LENGTH.

Each work schedule shall be prepared for twelve (12) weeks, provided that the Department of Health and the Hawaii Health Systems Corporation work schedules shall be prepared for four (4) weeks.

25.03 a.2. STAFFING.

The Employer shall set forth its required staff coverage (including

1 gender specific work) for each workday over a seven (7) day work
2 week referred to as work schedule in Section 25.03 a.

3

4 **25.03 a.3.** **NUMBER OF EMPLOYEES.**

5 The work schedule shall specify the number of Employees in
6 each classification needed for each day of each work assignment
7 of each workweek.

8

9 **25.03 a.4.** **POSTING.**

10 The Employer shall post the final work schedule at least four (4)
11 weeks in advance.

12

13 **25.03 b.** **SHIFT WORK.**

14 The work schedules of Employees who work in operating units
15 subject to shift work (including units operating less than twenty-
16 four (24) hours per day) shall be prepared and administered as
17 follows:

18

19 **25.03 b.1.** Each work schedule shall be prepared for twelve (12) weeks,
20 provided that the Department of Health and the Hawaii Health
21 Systems Corporation work schedules shall be prepared for four
22 (4) weeks.

23

24 **25.03 b.2.** The Employer shall set forth its required staffing coverage
25 (including gender specific work) for the required shifts per
26 workday over a seven (7) day work week referred to as a work
27 schedule in Section 25.03 b.

28

29 **25.03 b.3.** **NUMBER OF EMPLOYEES.**

30

31 **25.03 b.3.a)** The work schedule shall specify the number of Employees in

each work classification needed for the required shifts for each day of each work assignment of each work week.

25.03 b.4. PRESENTED TO EMPLOYEES.

The work schedule shall be presented to Employees commencing in Work Unit or Workplace seniority order for each classification nine (9) weeks prior to the beginning of the work schedule.

25.03 b.5. SHIFTS.

Employees shall have three (3) weeks to exercise their choice of shift however, in choosing shifts each Employee is required to select the same shift for each work week of each six (6) week period of the twelve (12) week period and the same shift for each work week period of the four (4) week period for the Department of Health and the Hawaii Health Systems Corporation, subject to the staffing coverage, contractual restrictions, and limitations in order of Work Unit or Workplace seniority for each classification.

25.03 b.6. CONTACT BY THE SUPERVISOR.

When an Employee is not available to exercise the choice because of an authorized absence, the supervisor shall make a reasonable effort to contact the Employee and give the Employee a reasonable amount of time to exercise the choice. Contact by the supervisor shall not qualify the Employee for overtime.

25.03 b.7. EXERCISE CHOICE.

25.03 b.7.a) Each Employee shall exercise the choice on the first workday that the Employee is assigned by the Employer to exercise the choice.

25.03 b.7.b) When an Employee does not exercise the choice, the Employee

1 shall be assigned to any unselected shift on the posted work
2 schedule without regard to seniority.

3

4 **25.03 b.8.** **REVIEW CHOICES.**

5 The Employer shall have two (2) calendar weeks to review the
6 choices made by the Employees to ascertain whether any of the
7 choices would violate this Agreement. In the event it is necessary
8 to modify choices to avoid violations of this Agreement, the
9 Employer shall contact Employees to have them modify their
10 choices.

11

12 **25.03 b.9.** **POSTING.**

13 The Employer shall post the final work schedule at least four (4)
14 weeks in advance.

15

16 **25.03 b.10.** **EXEMPTIONS.**

17

18 **25.03 b.10.a)** The Employer shall not pay overtime as a result of the application
19 of Section 25.03 b., which allows for the selection of shifts by
20 seniority.

21

22 **25.03 b.11.** **EXCHANGE.**

23 Employees may exchange workdays, days off, and shifts during
24 the same work week with the Employer's approval. Employee
25 initiated exchanges shall be requested on a form and shall not
26 qualify the Employees involved in the exchange for overtime.

27

28 **25.04** **WEEKEND.**

29

30 **25.04 a.** Section 25.04 shall be applicable to Employees covered by
31 Sections 25.03 a. and 25.03b.

25.04 a.1. In conjunction with the twelve (12) week schedule as provided in Sections 25.03 a. and 25.03b. the Employer shall provide a weekend off within the first three (3) weekends of each four (4) week period of each twelve (12) week schedule (e.g. a twelve (12) week schedule will have three (3), four (4) week periods).

7 **25.04 a.2.** If the Employee is not provided a weekend off within the first three
8 (3) weekends in each four (4) week period of each twelve (12)
9 week schedule, the Employee shall be entitled to the following:

11 **25.04 a.2.a)** Overtime for each hour worked on the third (3rd) consecutive
12 weekend within each four (4) week period of each twelve (12)
13 week schedule as provided in Sections 26.04 and 26.06, and

15 **25.04 a.2.b)** When possible, be given preference for the fourth (4th) weekend
16 off within the four (4) week period of each twelve (12) week
17 schedule.

19 **25.04 a.3.** The term "weekend" means any two (2) consecutive days from
20 Friday through Monday.

22 **25.04 b.** Section 25.04 shall not apply to Employees who request to be
23 scheduled for weekend work where agreed to in writing by mutual
24 consent by the Union and the Employer.

26 25.05 TWO DIFFERENT SHIFTS.

28 **25.05 a.** An Employee who is subject to shifts may not be scheduled to
29 work on more than two (2) different shifts in any seven (7)
30 consecutive calendar days.

1 **25.05 b.** An Employee scheduled to work more than two (2) different shifts
2 in any seven (7) consecutive calendar days shall be entitled to
3 overtime for each hour worked on the first workday of the third
4 (3rd) different shift as provided in Section 26.04 and 26.06.

5
6 **25.05 c.** Overtime as provided in Section 25.05 b. shall not be applicable
7 when the seven (7) consecutive calendar days overlap or extend
8 between two (2) normal work schedules.

9
10 **25.06** **DISABLING PERSONAL INJURY.**

11
12 **25.06 a.** An Employee who is injured in the course of employment, as
13 provided in the Hawaii Workers Compensation Law, shall be
14 credited with a full workday, regardless of the time the Employee
15 is injured.

16
17 **25.06 b.** An Employee who is injured may be assigned light duty work
18 upon recommendation of a licensed Physician and with the
19 approval of the Employer.

20 **25.07** **TEMPORARY WORKPLACE.**

21
22 **25.07 a.** The workday of an Employee who is assigned to work temporarily
23 at a workplace other than the Employee's permanent workplace
24 on the same island, shall begin at the time the Employee is
25 required to report to work at the Employee's permanent workplace
26 and shall end at the time the Employee returns to the Employee's
27 permanent workplace or at the end of the workday whichever is
28 later.

29
30 **25.07 b.** When an Employee reports directly to the temporary workplace
31 instead of the permanent workplace because the distance

1 between the Employee's home and the temporary workplace is
 2 shorter than the distance from the Employee's home to the
 3 permanent workplace, the Employee shall begin and end the
 4 workday at the temporary workplace.

5

6 **25.08** **PERMANENT WORKPLACE.**

7

8 **25.08 a.** An Employee shall begin and end the workday at the Employee's
 9 permanent workplace except when an Employee is assigned to
 10 work temporarily at a workplace other than the Employee's
 11 permanent workplace on the same island, Section 25.07 shall be
 12 applicable.

13

14 **25.08 b.** When an Employee is assigned to work temporarily at a
 15 workplace other than the Employee's permanent workplace on
 16 another island Section 25.08 a. shall not be applicable.

17

18 **25.09** **PERIOD OF INACTIVITY.**

19

20 **25.09 a.** When an Employee is required to work but:

21

22 **25.09 a.1.** The work is interrupted by periods of inactivity due to breakdown
 23 or unavailability of equipment, unavailability of materials or
 24 supplies, or other conditions beyond the Employee's control, and

25

26 **25.09 a.2.** The Employee is required to remain on the job, the periods of
 27 inactivity shall be considered as time worked for purposes of
 28 compensation.

29

30 **25.10** **~~[EIGHTEEN (18)] SIXTEEN (16) HOURS OF WORK.~~**

31 A non-shift Employee who works at least ~~[eighteen (18)]~~ **sixteen**

1 **(16)** hours in any twenty-four (24) hour period and the ~~eighteen~~
2 ~~(18)~~ **sixteen (16)** hours of work does not end at least ten (10)
3 hours prior to the beginning of the Employee's workday shall be
4 excused from work on the workday, with pay, unless the services
5 of the Employee are needed due to an emergency affecting the
6 public health or safety and replacements are not available. In the
7 event of the emergency, the Employee shall be excused from
8 work as soon as possible when the emergency no longer exists.

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Union CUA
Employer new
Date 4-18-13

SECTION 28. STAND-BY WORK.

28.01 STAND-BY PERIOD.

An Employee shall be deemed to be on stand-by work when the Employee is assigned by the Employer to be available for a specific period by leaving word as to where the Employee may be reached for the purpose of responding to calls for immediate service after the Employee's workday or on weekends or holidays.

28.02 STAND-BY PAY.

~~[Effective July 1, 2007, an Employee shall be paid an additional amount equal to two dollars (\$2.00) for each hour or fraction of thirty (30) minutes or more of stand-by work and one dollar (\$1.00) for less than thirty (30) minutes of stand-by work.]~~

For each calendar day or portion thereof of standby duty, the Employee shall be paid an additional amount equal to twenty-five percent (25%) of the Employee's daily rate.

28.03 CALL-OUT PAY.

An Employee on stand-by work who renders service in response to a call to work shall be entitled to additional compensation as provided in Section 33.

28.04 MEAL ALLOWANCE.

An Employee who responds to a call to work as provided in Section 28.03 shall be provided a meal allowance as provided in Section 34.01 a.5.

1 **28.05** The Employer may provide pagers and/or cellular telephones to an
2 Employee assigned stand-by duty by proper authority. Such
3 Employee is required to respond to a call for immediate service
4 within the same period of time as if the Employee remained at
5 home or other designated place, and the Employee must remain in
6 a geographic location where the Employee can receive a page or
7 cellular call.

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Tentative Agreement
Union *[Signature]*
Employer *[Signature]*
Date 4-18-13

SECTION 29. MILITARY LEAVE.

29.01 MILITARY LEAVE WITH PAY.

29.01 a. An Employee who is appointed for six (6) months or more shall, while on active duty or during periods of camps of instruction or field maneuvers as a member of the Hawaii national guard, air national guard, naval militia, organized reserves, including the officers' reserve corps and the enlisted reserve corps, under call of the President of the United States or the Governor of the State, be placed on leave with pay status for a period not exceeding fifteen (15) working days in any calendar year, except as provided in Section 29.01 b. No Employee shall be subjected by any person, directly or indirectly, by reason of absence to any loss or diminution of vacation or holiday privileges or be prejudiced by reason of the absence with reference to promotion or continuance of employment or re-employment.

29.01 b. An Employee who is called to active duty or required to report for camp training or field maneuvers by official military orders a second time within a calendar year may elect to use up to fifteen (15) working days of the succeeding calendar year; provided that the Employee's entitlement to the working days advanced shall be canceled from the succeeding calendar year.

29.01 c. The Employee who is advanced leave shall be required to reimburse the State an amount equivalent to the days advanced in the event the Employee ends employment prior to completion of a year's service in the succeeding year from which leave was advanced, except in the case of the death of the Employee.

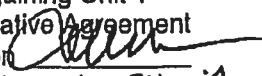
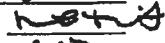
- 1 **29.02** **MILITARY LEAVE WITHOUT PAY.**
- 2 **29.02 a.** The following Employees shall be entitled to military leave without
3 pay for service in the United States Armed Forces:
- 4 **29.02 a.1.** An Employee serving an initial probational appointment.
- 5 **29.02 a.2.** A regular Employee serving a new probational appointment.
- 6 **29.02 a.3.** A regular Employee serving a temporary appointment and who has
7 not forfeited rights to the position in which the Employee last held a
8 permanent appointment.
- 9 **29.02 a.4.** An Employee serving other than a temporary appointment.
- 10 **29.02 b.** The duration of the military leave without pay shall be for not more
11 than five (5) years.
- 12 **29.02 c.** Upon conclusion of the military leave without pay, Employees shall
13 have reemployment rights in accordance with Chapter 43 of Title 38
14 of the United States Code.
- 15 **29.02 d.** Replacements for Employees on military leave without pay.
- 16 **29.02 d.1.** In filling a position which became vacant by military leave without
17 pay, the Employer may appoint a replacement Employee and shall
18 inform the replacement the status of the replacement's employment
19 and the provisions of this Agreement relating to military leaves
20 without pay.
- 21 **29.02 d.2.** A replacement employed in the position from which military leave
22 was granted shall be displaced so that the position may be filled
23 again by the Employee who has been on military leave without pay
24 returning to government employment. A replacement Employee
25 with regular status shall be returned to the former position or if the
26 position has been abolished, the Employee shall be returned to
27 other comparable positions deemed appropriate by the Employer.
28 In the event there are no comparable positions, the replacement
29 Employee shall be subject to Section 12.

1 **29.03** **MILITARY LEAVE - VACATION**

2 **29.03 a.** **The Employee has the option to 1) substitute any available**
3 **paid vacation leave time for otherwise unpaid leave or 2) be**
4 **paid their available vacation leave time in a lump sum**
5 **payment. The lump sum payment for accumulated vacation**
6 **leave will not cause the Employee to forfeit accumulated sick**
7 **leave.**

8
9 **29.0[3]4** **LEAVE FOR PRE-INDUCTION EXAMINATION.**

10
11 **29.0[3]4 a.** An Employee who is absent from work for the purpose of
12 undergoing physical examination prior to induction into the United
13 States Armed Forces shall be granted leave with pay for such
14 purpose, and the leave shall not be charged against the
15 Employee's vacation allowance.

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SECTION 33. CALL-OUT.

33.01 CALL-OUT CREDIT.

33.01 a. An Employee who is called back to work will be credited with:

33.01 a.1. A minimum of three (3) hours regular pay, calculated from the time the Employee leaves home and returns home from work, or

33.01 a.2. Overtime work calculated from the time the Employee leaves home and returns home, whichever is greater in value, or

33.01 a.3. Overtime work calculated from the time the Employee leaves home until the Employee begins the workday if the Employee continues to work into the workday.

33.02 MILEAGE.

An Employee who is called back to work shall receive mileage reimbursement as provided in Section 59. from home to the workplace and from the workplace to home for call-out work except when an Employee who is called back to work and continues to work into the workday as provided in Section 33.01 a.3.

33.03 An Employee interrupted by Employer-initiated consultative call(s) while the Employee is at home on off-duty status shall not qualify for call-out pay unless the Employee actually returns to the workplace. An Employee who is not on stand-by pay duty status shall be paid a minimum of one (1) hour

1 straight time pay for one or more consultative calls within the
2 same one-hour period, calculated from the onset of the first
3 call and ending one hour later. The penalty for consultative
4 calls shall be in lieu of any other compensation and shall not
5 be subject to overtime provisions. For the purpose of this
6 Section, a consultative call shall mean an exchange of
7 technical and/or procedural information to resolve a problem
8 requiring immediate attention.

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SECTION 36. VACATION LEAVE.

36.01 VACATION LEAVE EARNED.

36.01 a. An Employee who is employed in Unit 1 shall earn fourteen (14) hours vacation leave for a month of work.

36.01 b. An Employee who is employed in Unit 1 and earns vacation leave as provided in Section 36.01 a. and renders less than a month of work shall earn vacation leave for the month as follows:

<u>Straight Time Hours of Work Per Month</u>	<u>Earned Work Hours of</u> <u>Leave</u>
For 0 to 31	0
For 32 to 55	4
For 56 to 79	6
For 80 to 103	8
For 104 to 127	10
For 128 to 151	12
For 152 or more	14

36.02 RESERVED.

36.03 VACATION LEAVE EXCEPTIONS.

36.03 a. An Employee shall earn vacation leave while on leave with pay including paid holidays whether or not the Employee works on holidays unless specifically prohibited.

- 1 **36.03 b.** An Employee shall not earn vacation leave while on:
2
- 3 **36.03 b.1.** Vacation leave or sick leave when the employment terminates or is to
4 terminate at the end of the leave;
5
- 6 **36.03 b.2.** Leave without pay, except when the Employee is on leave for disability
7 and is being paid workers compensation;
8
- 9 **36.03 b.3.** Suspension that is sustained;
10
- 11 **36.03 b.4.** Unauthorized leave;
12
- 13 **36.03 b.5.** Sabbatical leave;
14
- 15 **36.03 b.6.** Temporary, contractual, or substitute employment while on vacation from
16 another position in the State government or any political subdivision of the
17 State.
18
- 19 **36.04** **PROVISIONAL APPOINTMENT AND TEMPORARY APPOINTMENT**
20 **OUTSIDE THE LIST (TAOL).**
21
- 22 **36.04 a.** An Employee serving a provisional appointment shall earn and
23 accumulate vacation leave while on a provisional appointment.
24
- 25 **36.04 b.** An Employee serving a provisional appointment shall not be entitled to
26 use vacation leave.
27
- 28 **36.04 c.** An Employee whose provisional appointment is ended and receives a
29 probationary, limited-term or permanent appointment in the same position
30 shall be credited with the vacation leave accumulated while on the
31 provisional appointment.

- 1 **36.04 d.** An Employee whose provisional appointment is ended and does not
2 receive a limited-term, probationary, or permanent appointment shall
3 forfeit the vacation leave accumulated.
4
- 5 **36.04 e.** A regular Employee who is promoted through a provisional appointment
6 shall be considered to be a regular Employee and shall continue to earn
7 vacation leave.
8
- 9 **36.04 f.** A non-regular Employee serving a Temporary Appointment Outside the
10 List (TAOL) shall not be entitled to a vacation leave with pay.
11
- 12 **36.04 g.** A non-regular Employee serving a TAOL that is more than one (1) year,
13 including extensions granted for a specific appointment, the non-regular
14 Employee shall be entitled to:
15
- 16 **36.04 g.1.** Earn vacation leave beginning with the first (1st) month of the second
17 (2nd) year, and
18
- 19 **36.04 g.2.** Use the vacation leave accumulated.
20
- 21 **36.04 h.** A non-regular Employee whose TAOL is ended shall forfeit the vacation
22 leave accumulated.
23
- 24 **36.05** **VACATION LEAVE ACCUMULATION.**
25
- 26 **36.05 a.** An Employee may accumulate up to one hundred sixty-eight (168) hours
27 of vacation leave per calendar year until the Employee accumulates the
28 first three hundred thirty-six (336) hours.
29

1 **36.05 b.** Subsequently an Employee may accumulate not more than one hundred
2 twenty hours of vacation leave per calendar year, even if the Employee's
3 total accumulated days fall below three hundred thirty-six (336) hours.

5 **36.05 c.** Vacation leave in excess of one hundred twenty (120) hours per calendar
6 year may be accumulated for good cause when a request for
7 accumulation is approved by the Employer provided the request shall be
8 accompanied by a stipulation that the Employee shall take the excess
9 vacation leave at a specified time.

11 **36.05 d.** An Employee who fails to take the excess vacation leave as provided in
12 Section 36.05 c. shall forfeit the excess vacation leave unless for good
13 reason an extension of time is granted by the Employer.

15 **36.05 e.** An Employee may accumulate vacation leave for the succeeding year or
16 years provided that the total accumulation shall not exceed seven hundred
17 twenty (720) hours at the end of the calendar year.

19 36.06 FORFEITURE.

21 **36.06 a.** Vacation leave accumulated at the end of a calendar year that exceeds
22 seven hundred twenty (720) hours shall be forfeited except as provided in
23 Section 36.06 b., Section 36.06 c. and Section 36.07a.

25 **36.06 b.** Vacation leave accumulated at the end of a calendar year that exceeds
26 ninety (90) working days shall not be forfeited when the vacation leave
27 begins on or before the last workday of the calendar year and includes the
28 accumulated vacation leave in excess of ninety (90) working days.

30 **36.06 c.** Vacation leave accumulated at the end of a calendar year that exceeds
31 ninety (90) working days shall not be forfeited when an Employee

becomes sick prior to an approved vacation that would have begun on or before the last workday of the calendar year and the sickness continues into the next calendar year. The excess vacation leave shall be taken immediately after the conclusion of the sick leave.

36.06 d. Nothing contained in this Section shall be construed to require the forfeiture of vacation credits when an Employee terminates on or before the last working day of the calendar year, notwithstanding the fact that the recording of current accrued vacation for the year on the last day may result in an accumulation of more than ninety (90) working days.

36.07 **PAYMENT.**

36.07 a. An Employee may be paid for vacation leave accumulated at the end of a calendar year that exceeds ninety (90) working days in lieu of taking vacation leave if the excess vacation leave resulted from the Employer's refusal to grant the vacation.

36.08 **SICK LEAVE WHILE ON VACATION LEAVE.**

36.08 a. An Employee who is sick one or more consecutive working days while on vacation leave who submits a licensed physician's certificate or other satisfactory proof of the sickness shall be charged sick leave in lieu of vacation leave.

36.08 b. Application for sick leave in lieu of vacation leave shall be made within five (5) working days after return to work.

36.09 **ADMINISTERED.**

36.09 a. Vacation leave shall be administered on a calendar year basis and recorded at the end of each calendar year.

36.09 b. In order to facilitate the scheduling of annual vacations, the Employer may require its Employees to submit their vacation preference. In such cases, the annual schedule of vacation preferences shall be posted or made available for viewing by the Employees upon the Employees' request.

36.09 c. An Employee will not be required to submit the annual vacation preference without first receiving the amount of vacation leave accumulated from the Employer.

36.09 d. After the end of the year, an Employee shall be given an annual statement of the accumulated vacation leave, remaining as of December 31.

36.10 NOTICE TO USE VACATION LEAVE.

36.10 a. An Employee desiring to use vacation leave shall submit an application in advance of the beginning date of the vacation to enable the Employer to make necessary readjustment of work.

36.10 b. The requirement for advance notice may be waived for emergency situations or when the Employee does not have accumulated sick leave and elects to use accumulated vacation leave in place of authorized leave without pay for sick leave.

36.11 VACATION LEAVE GRANTED.

An Employee shall be granted vacation leave on the dates and times as approved by the Employer provided, that it shall be as close to the requested dates and times as conditions of the Employer will permit and will not cause forfeiture of vacation leave.

36.12 VACATION LEAVE DENIED.

In the event that a vacation leave request is denied, the Employee may request the reasons for denial in writing. A copy of the reasons shall be furnished to the Union.

36.13 VACATION LEAVE GRANTED.

When a vacation is granted, it may include, at the request of the Employee, vacation leave accrued up to the end of the Employee's last full month of work immediately preceding the beginning of the vacation leave.

36.14 VACATION LEAVE MINIMUM.

36.14 a. Vacation leave of less than one (1) hour shall not be granted.

36.14 b. When payment in lieu of vacation leave is granted or when the Employee's employment will not continue at the expiration of the vacation leave, the payment shall include a prorated amount for any fraction of a workday of vacation leave to which the Employee is entitled as provided in Section 36.

36.15 SENIORITY.

36.15 a. Whenever two (2) or more Employees' requests for vacation leave are in conflict, the Employee with the greatest Baseyard/ Workplace or Institutional Workplace Seniority shall be given preference, provided it will not seriously hamper operations in the Baseyard/Workplace or Institutional Workplace.

36.15 b. The senior Employee's request shall not be granted when the conflict is the result of the senior Employee changing the original request.

1 **36.16** **VACATION LEAVE CHARGED.**

2 An Employee shall have charged against the accumulated vacation leave
3 only those days or hours the Employee would have worked had the
4 Employee not used vacation leave.

5
6 **36.17** **RECALL FROM VACATION.**

7
8 **36.17 a.** An Employee may be recalled to work before the expiration of a vacation
9 leave by the Employer.

10
11 **36.17 b.** The recalled Employee shall be paid for all work at the rate of one and
12 one-half (1 ½) times the basic rate of pay for the days of vacation leave
13 the Employee's services were required.

14
15 **36.17 c.** The Employee shall be granted the unused vacation leave days, as the
16 result of being recalled to work, on the dates and times as mutually agreed
17 between the Employee and the Employer.

18
19 **36.18** **ADVANCE VACATION LEAVE.**

20
21 **36.18 a.** Advanced vacation leave shall be granted only when an Employee has
22 used all accumulated vacation leave and is detained out of the State of
23 Hawaii or on another island for a cause that the Employee establishes to
24 the satisfaction of the Employer.

25
26 **36.18 b.** An Employee who is detained as provided in Section 36.18 a. shall
27 immediately communicate with the Employer and request advance
28 vacation leave.

29
30 **36.18 c.** In the event advanced vacation leave is granted, it shall be considered as
31 used with the express understanding that if vacation leave is not later

1 earned during the term of employment, the unearned portion of the
2 vacation leave advanced will be repaid, on demand to the Employer as
3 follows:

4
5 **36.18 c.1.** By the Employee through payroll deductions from salary due the
6 Employee.

7
8 **36.18 c.2.** From the Employee's retirement system account with the Hawaii
9 Employees Retirement System.

10
11 **36.18 c.3.** By the executors and administrators of the Employee's estate if the
12 Employee is deceased.

13
14 **36.19** **TRANSFER.**

15
16 **36.19 a.** An Employee who is transferred from or relinquishes one (1) position in
17 which vacation leave is earned, and accepts employment in another
18 position in the service of the Employer in which vacation leave is not
19 earned shall be paid for the accumulated vacation leave, including any
20 vacation leave credits in excess of the maximum allowed for the calendar
21 year, as provided in Section 36.21 a. or Section 36.21 b.

22
23 **36.20** **PAY FOR VACATION LEAVE UPON SEPARATION AND WHEN**
24 **MOVING BETWEEN JURISDICTIONS OF THE STATE.**

25
26 **36.20 a.** An Employee shall be paid for accumulated vacation leave in a lump sum
27 when employment ends as provided in Section 36.21 a. or Section 36.21
28 b.

29
30 **36.20 b.** When an Employee moves from one Employer jurisdiction to another to
31 accept employment in a position in which vacation allowance is earned,

1 the Employee shall be given credit for the vacation earned or accumulated
2 in the jurisdiction from which the Employee transferred and the director of
3 finance of the State or the equivalent officers of the counties, Judiciary,
4 and the Hawaii Health Systems Corporation, as the case may be, shall
5 make the appropriate transfer of funds to implement the transfer.

6 However, the Employee may request and receive payment of a portion of
7 or all of the Employee's vacation credits accumulated up to the effective
8 date of the movement.
9

10 **36.21** **LUMP SUM.**

11
12 **36.21 a.** When payment in a lump sum is made, the sum payable for accumulated
13 vacation leave shall be equal to the amount of compensation that the
14 Employee would be entitled or would be allowed during the vacation leave
15 the Employee was permitted to use in the normal manner. When payment
16 in a lump sum is made to an Employee hired after June 30, 1997, the sum
17 payable for accumulated vacation leave shall be computed using the basic
18 rate of pay on the date the Employee ends employment.
19

20 **36.21 b.** An Employee who is discharged shall be paid in a lump sum for
21 accumulated vacation leave computed on the basis of accumulated
22 vacation hours multiplied by the hourly rate of pay on the effective date of
23 discharge.
24

25 **36.22** **REHIRED.**

26
27 **36.22 a.** In the event the Employee is rehired within seven (7) calendar days by the
28 Employer and continues to earn vacation leave, payment for accumulated
29 vacation leave shall not be made.
30

31 **36.23** **MILITARY SERVICE.**

1 ~~36.23 a. An Employee who, pursuant to the U.S. Universal Military Service and~~
2 ~~Training Act or other Federal Statute is called or ordered and reports~~
3 ~~either voluntarily or involuntarily for active military duty with a branch of the~~
4 ~~U.S. Armed Forces shall be deemed to have ended employment and shall~~
5 ~~be paid in a lump sum for accumulated vacation leave as provided for in~~
6 ~~Section 36.21 a.~~

7
8 ~~36.23 b. The lump sum payment for accumulated vacation leave will not cause the~~
9 ~~Employee to forfeit accumulated sick leave.]~~

Bargaining Unit 1
Tentative Agreement
Union [Signature]
Employer [Signature]
Date 4-18-13

SECTION 62. BENEFIT PLANS

Delete the existing language in this section in its entirety and replace with the following:

- A. "Health Benefit Plan" shall mean the medical PPO or HMO, prescription drug, dental, vision, and dual coverage medical plans.
- B. "Benchmark PPO Primary Medical Benefit Plan" shall mean the primary medical benefit PPO plan with the lowest monthly premium.
- C. Effective July 1, 2013

Subject to the applicable provisions of Chapters 87A and 89, Hawaii Revised Statutes, the Employer shall pay monthly contributions which include the cost of the Hawaii Employer-Union Health Benefits Trust Fund (Trust Fund) administrative fees to the Trust Fund effective July 1, 2013, not to exceed the monthly contribution amounts as specified below:

1. For each Employee-Beneficiary with no dependent-beneficiaries enrolled in the following Trust Fund health benefit plans:

<u>BENEFIT PLAN</u>	<u>TOTAL MONTHLY CONTRIBUTION</u>
<u>a. Medical (PPO or HMO) (drug & chiro)</u>	<u>\$186.52</u>
<u>b. Dental</u>	<u>\$18.36</u>

c. Vision \$3.62

d. Dual coverage (medical, drug, chiro):

(1) HMSA \$136.94

(2) Royal State \$26.54

e. Drug Plan \$42.60

The Employer shall pay the same monthly contribution for each member enrolled in a self only medical plan (PPO or HMO), regardless of which plan is chosen.

2. For each Employee-Beneficiary with one dependent-beneficiary enrolled in the following Trust Fund health benefit plans:

<u>BENEFIT PLAN</u>	<u>TOTAL MONTHLY CONTRIBUTION</u>
a. <u>Medical (PPO or HMO) (drug & chiro)</u>	<u>\$452.00</u>
b. <u>Dental</u>	<u>\$36.72</u>
c. <u>Vision</u>	<u>\$6.68</u>
d. <u>Dual coverage (medical, drug, chiro)</u>	
(1) <u>HMSA</u>	<u>\$331.64</u>
(2) <u>Royal State</u>	<u>\$65.28</u>
e. <u>Drug Plan</u>	<u>\$103.34</u>

The Employer shall pay the same monthly contribution for each member enrolled in a two-party medical plan (PPO or HMO), regardless of which plan is chosen.

3. For each Employee-Beneficiary with two or more dependent-beneficiaries enrolled in the following Trust Fund health benefit plans:

<u>BENEFIT PLAN</u>	<u>TOTAL MONTHLY CONTRIBUTION</u>
<u>a. Medical (PPO or HMO) (& chiro)</u>	<u>\$576.60</u>
<u>b. Dental</u>	<u>\$60.36</u>
<u>c. Vision</u>	<u>\$8.76</u>
<u>d. Dual coverage (medical, drug, & chiro)</u>	
<u>(1)HMSA</u>	<u>\$423.16</u>
<u>(2) Royal State</u>	<u>\$73.76</u>
<u>e. Drug Plan</u>	<u>\$131.82</u>

The Employer shall pay the same monthly contribution for each member enrolled in a family medical plan (PPO or HMO), regardless of which plan is chosen.

4. For each Employee-Beneficiary enrolled in the Trust Fund group life insurance plan, the Employer shall pay \$ 4.16 per month which reflects one hundred percent (100%) of the premium and administrative fee.

1
2 D. Effective July 1, 2014

3
4 Effective July 1, 2014 for plan year 2014-2015, with the exception of item 4., the
5 Employer shall pay a specific dollar amount equivalent to sixty percent (60%) of
6 the final premium rates established by the Trust Fund Board for the respective
7 health benefit plan, plus sixty (60%) of all administrative fees

8
9 1. The amounts paid by the Employer shall be based on the plan year
10 2014-2015 monthly premium rates established by the Trust Fund
11 for each Employee-Beneficiary with no dependent-beneficiaries
12 enrolled in the following Trust Fund health plans:

13
14 a. Medical (PPO or HMO) (& chiro)

15 b. Dental

16 c. Vision

17 d. Dual coverage (medical, drug, & chiro)

18 (1) HMSA

19 (2) Royal State

20 e. Drug Plan

21
22 The Employer shall pay based on the Benchmark PPO primary
23 medical benefit plan the same monthly contribution for each member
24 enrolled in a self only medical plan (PPO or HMO), regardless of
25 which plan is chosen.

26
27 2. The amounts paid by the Employer shall be based on the plan
28 year 2014-2015 final monthly premium rates established by the
29 Trust Fund for each Employee-Beneficiary with one dependent-
30 beneficiary enrolled in the following Trust Fund health plans:

31 a. Medical (PPO or HMO) (& chiro)

1 b. Dental

2 c. Vision

3 d. Dual coverage (medical, drug, & chiro)

4 (1) HMSA

5 (2) Royal State

6 e. Drug Plan

7
8 The Employer shall pay based on the Benchmark PPO primary
9 medical benefit plan the same monthly contribution for each
10 member enrolled in a two-party medical plan (PPO or HMO),
11 regardless of which plan is chosen.

12
13 3. The amounts paid by the Employer shall be based on the plan year
14 2014-2015 final monthly premium rates established by the Trust
15 Fund for each Employee-Beneficiary with two or more dependent-
16 beneficiaries enrolled in the following Trust Fund health plans:

17 a. Medical (PPO or HMO) (& chiro)

18 b. Dental

19 c. Vision

20 d. Dual coverage (medical, drug, & chiro)

21 (1) HMSA

22 (2) Royal State

23 e. Drug Plan

24
25 The Employer shall pay based on the Benchmark PPO primary
26 medical benefit plan the same monthly contribution for each member
27 enrolled in a family medical plan (PPO or HMO), regardless of which
28 plan is chosen.

29
30 4. For each Employee-Beneficiary enrolled in the Trust Fund group life
31 insurance plan, the Employer shall pay no more than \$4.12 per month

1 which reflects one hundred percent (100%) of the monthly premium.
 2 The employer shall also pay one hundred percent (100%) of all
 3 administrative fees.

4
 5 D. Effective July 1, 2015

6
 7 Effective July 1, 2015 for plan year 2015-2016, with the exception of item 4., the
 8 Employer shall pay a specific dollar amount equivalent to sixty percent (60%) of
 9 the final premium rates established by the Trust Fund Board for the respective
 10 health benefit plan, plus sixty (60%) of all administrative fees

11
 12 1. The amounts paid by the Employer shall be based on the plan year
 13 2015-2016 monthly premium rates established by the Trust Fund
 14 for each Employee-Beneficiary with no dependent-beneficiaries
 15 enrolled in the following Trust Fund health plans:

- 16
 17 a. Medical (PPO or HMO) (& chiro)
 18 b. Dental
 19 c. Vision
 20 d. Dual coverage (medical, drug, & chiro)
 21 (1) HMSA
 22 (2) Royal State
 23 e. Drug Plan

24
 25 The Employer shall pay based on the Benchmark PPO primary
 26 medical benefit plan the same monthly contribution for each member
 27 enrolled in a self only medical plan (PPO or HMO), regardless of
 28 which plan is chosen.

29
 30 2. The amounts paid by the Employer shall be based on the plan
 31 year 2015-2016 final monthly premium rates established by the

Trust Fund for each Employee-Beneficiary with one dependent-
beneficiary enrolled in the following Trust Fund health plans:

a. Medical (PPO or HMO) (& chiro)

b. Dental

c. Vision

d. Dual coverage (medical, drug, & chiro)

(1) HMSA

(2) Royal State

e. Drug Plan

The Employer shall pay based on the Benchmark PPO primary
medical benefit plan the same monthly contribution for each
member enrolled in a two-party medical plan (PPO or HMO),
regardless of which plan is chosen.

3. The amounts paid by the Employer shall be based on the plan year
2015-2016 final monthly premium rates established by the Trust
Fund for each Employee-Beneficiary with two or more dependent-
beneficiaries enrolled in the following Trust Fund health plans:

a. Medical (PPO or HMO) (& chiro)

b. Dental

c. Vision

d. Dual coverage (medical, drug, & chiro)

(1) HMSA

(2) Royal State

e. Drug Plan

The Employer shall pay based on the Benchmark PPO primary
medical benefit plan the same monthly contribution for each member

1 enrolled in a family medical plan (PPO or HMO), regardless of which
 2 plan is chosen.

3
 4 4. For each Employee-Beneficiary enrolled in the Trust Fund group life
 5 insurance plan, the Employer shall pay no more than \$4.12 per
 6 month which reflects one hundred percent (100%) of the monthly
 7 premium. The employer shall also pay one hundred percent
 8 (100%) of all administrative fees.

9
 10 E. Effective July 1, 2016

11
 12 Effective July 1, 2016 for plan year 2016-2017, with the exception of item 4., the
 13 Employer shall pay a specific dollar amount equivalent to sixty percent (60%) of
 14 the final premium rates established by the Trust Fund Board for the respective
 15 health benefit plan, plus sixty (60%) of all administrative fees

16
 17 1. The amounts paid by the Employer shall be based on the plan year
 18 2016-2017 monthly premium rates established by the Trust Fund
 19 for each Employee-Beneficiary with no dependent-beneficiaries
 20 enrolled in the following Trust Fund health plans:

21
 22 a. Medical (PPO or HMO) (& chiro)

23 b. Dental

24 c. Vision

25 d. Dual coverage (medical, drug, & chiro)

26 (1) HMSA

27 (2) Royal State

28 e. Drug Plan

29
 30 The Employer shall pay based on the Benchmark PPO primary
 31 medical benefit plan the same monthly contribution for each member

1 enrolled in a self only medical plan (PPO or HMO), regardless of
 2 which plan is chosen.

- 3
- 4 2. The amounts paid by the Employer shall be based on the plan
 5 year 2016-2017 final monthly premium rates established by the
 6 Trust Fund for each Employee-Beneficiary with one dependent-
 7 beneficiary enrolled in the following Trust Fund health plans:
 8 a. Medical (PPO or HMO) (& chiro)
 9 b. Dental
 10 c. Vision
 11 d. Dual coverage (medical, drug, & chiro)
 12 (1) HMSA
 13 (2) Royal State
 14 e. Drug Plan

15

16 The Employer shall pay based on the Benchmark PPO primary
 17 medical benefit plan the same monthly contribution for each
 18 member enrolled in a two-party medical plan (PPO or HMO),
 19 regardless of which plan is chosen.

- 20
- 21 3. The amounts paid by the Employer shall be based on the plan year
 22 2016-2017 final monthly premium rates established by the Trust
 23 Fund for each Employee-Beneficiary with two or more dependent-
 24 beneficiaries enrolled in the following Trust Fund health plans:
 25
 26 a. Medical (PPO or HMO) (& chiro)
 27 b. Dental
 28 c. Vision
 29 d. Dual coverage (medical, drug, & chiro)
 30 (1) HMSA
 31 (2) Royal State

1 e. Drug Plan

2
3 The Employer shall pay based on the Benchmark PPO primary
4 medical benefit plan the same monthly contribution for each member
5 enrolled in a family medical plan (PPO or HMO), regardless of which
6 plan is chosen.

- 7
8 4. For each Employee-Beneficiary enrolled in the Trust Fund group
9 life insurance plan, the Employer shall pay no more than \$4.12 per
10 month which reflects one hundred percent (100%) of the monthly
11 premium. The employer shall also pay one hundred percent
12 (100%) of all administrative fees.

13
14 F. No later than three (3) weeks after the Trust Fund Board formally
15 establishes and adopts the final premium rates for Fiscal Years 2014-2015,
16 2015-2016, and 2016-2017, the Office of Collective Bargaining shall
17 distribute the final calculation of the Employers' monthly contribution
18 amounts for each health benefit plan.

19
20 G. Payment For Plans Eliminated Or Abolished. The Employer shall make no
21 payments for any and all premiums for any portion or part of a Trust Fund
22 health benefit plan that the Trust Fund Board eliminates or abolishes.

23
24 H. Rounding Employer's Monthly Contribution. Whenever the Employer's
25 monthly contribution (premium plus administrative fee) to the Trust Fund is
26 less than one hundred percent (100%) of the monthly premium amount,
27 such monthly contribution shall be rounded to the nearest cent as provided
28 below:

- 29
30 1. When rounding to the nearest cent results in an even amount, such
31 even amount shall be the Employer's monthly contribution. For

1 example:

2 (a) \$11.397 = \$11.40 = \$11.40 (Employer's monthly contribution)

3 (b) \$11.382 = \$11.38 = \$11.38 (Employer's monthly contribution).

4
5 2. When rounding to the nearest cent results in an odd amount, round
6 to the lower even cent, and such even amount shall be the
7 Employer's monthly contribution. For example:

8 (a) \$11.392 = \$11.39 = \$11.38 (Employer's monthly contribution)

9 (b) \$11.386 = \$11.39 = \$11.38 (Employer's monthly contribution)

10
11 Employer contributions effective July 1, 2013 reflect the rounding
12 described in item H.

13
14 Employer contributions effective July 1, 2014, July 1, 2015, and July 1,
15 2016 shall be rounded as described in item H after administrative fees
16 have been determined by the Trust Fund Board.

- 17
18 1. If an agreement covering period(s) beyond the term of this agreement is
19 not executed by June 30, 2017, employer contributions to the Trust
20 Fund shall be the same monthly contribution amounts paid in plan year
21 2016-2017 for the Health Benefit Plan approved by the Trust Fund
22 including monthly administrative fee.